

1 CHRISTOPHER W. JAMES (SBN 289047)

cjames@velaw.com

2 VINSON & ELKINS LLP

350 South Grand, Suite 2100

3 Los Angeles, CA 90071

555 Mission Street, Suite 2000

4 San Francisco, California 94105

Telephone: 415.979.6949

5 Facsimile: 415.520.5989

6 EPHRAIM WERNICK (admitted *pro hac vice*)

ewernick@velaw.com

7 VINSON & ELKINS LLP

2001 Ross Avenue, Suite 3900

8 Dallas, Texas 75201

Telephone: 202.639.6730

9 Facsimile: 202.879.8830

BRIANA R. FALCON (admitted *pro hac vice*)

10 bfalcon@velaw.com

VINSON & ELKINS LLP

11 845 Texas Avenue, Suite 4700

Houston, Texas 77002

12 Telephone: 713.758.2383

13 Facsimile: 713.615.5735

14 *Attorneys for Defendant MoneyGram Payment Systems, Inc.*

15 **UNITED STATES DISTRICT COURT**

16 **CENTRAL DISTRICT OF CALIFORNIA**

17 JOSE GUZMAN, FORTINO RUTILO

JIMENEZ, BERTHA MEZA,

18 GRISELDA AVILES CARRILLO and

19 JOSE GERARDO VALLEJO PEREZ

individually and on behalf of all others  
similarly situated,

20 Plaintiffs.

21 v.

22 WESTERN UNION FINANCIAL

23 SERVICES, INC., MONEYGRAM

24 PAYMENT SYSTEMS, INC., DOLEX

DOLLAR EXPRESS, INC. and

25 FORCEPOINT, LLC.

26 Defendants.

Case No.: 5:24-cv-404-SSS-DTB

**ALL DEFENDANTS' REQUEST  
FOR JUDICIAL NOTICE IN  
SUPPORT OF JOINT MOTION TO  
DISMISS FIRST AMENDED  
COMPLAINT**

Date: March 21, 2024

Time: 2:00 p.m.

Location: Courtroom 2

Judge: Hon. Sunshine S. Sykes

Trial Date: None Set

Date Action Filed: February 21, 2024

First Am. Comp. Filed: April 21, 2024

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

**I. INTRODUCTION**

Pursuant to Federal Rule of Evidence 201(b) and the doctrine of incorporation by reference, Defendants Western Union Financial Services, Inc. (“Western Union”), MoneyGram Payment Systems, Inc. (“MoneyGram”), DolEx Dollar Express, Inc. (“DolEx”), and Forcepoint LLC (“Forcepoint”) (collectively, “Defendants”) respectfully request that the Court take judicial notice of the following documents, attached to Defendants’ Joint Motion to Dismiss First Amended Complaint (“Motion to Dismiss”) or referenced by their location on the Court’s docket for this case, and consider them for purposes of Defendants’ Motion to Dismiss:

1. Declaration of Sheila A.G. Armbrust in support of Defendants’ Motion to Dismiss FAC (“Armbrust Decl.”): Exhibits 1 through 5 to the Armbrust Declaration are true and correct copies of the following documents:

- **Armbrust Decl. Exhibit 1:** Western Union’s Terms and Conditions as of April 1, 2020. These are the Terms and Conditions that were posted on Western Union’s website as of April 1, 2020. They are available via the Internet Archive Wayback Machine. *See Terms and Conditions*, Western Union (Apr. 1, 2020), <https://web.archive.org/web/20200401201119/https://www.westernunion.com/us/en/terms-conditions.html>.
- **Armbrust Decl. Exhibit 2:** Western Union’s Terms and Conditions as of January 21, 2021. These are the Terms and Conditions that were posted on Western Union’s website as of January 21, 2021. They are available via the Internet Archive Wayback Machine. *See Online Money Transfer Terms and Conditions*, Western Union (Jan. 21, 2021), <https://web.archive.org/web/20210121175541/https://www.westernunion.com/us/en/terms-conditions.html>.

- 1       • **Armbrust Decl. Exhibit 3:** Western Union’s Terms and Conditions as  
2       of December 26, 2022. These are the Terms and Conditions that were  
3       posted on Western Union’s website as of December 26, 2022. They are  
4       available via the Internet Archive Wayback Machine. *See Online Money*  
5       *Transfer Terms & Conditions*, Western Union (Dec. 26, 2022),  
6       [https://web.archive.org/web/20221226143451/https://www.westernunion](https://web.archive.org/web/20221226143451/https://www.westernunion.com/us/en/legal/terms-conditions.html)  
7       [.com/us/en/legal/terms-conditions.html](https://web.archive.org/web/20221226143451/https://www.westernunion.com/us/en/legal/terms-conditions.html).
- 8       • **Armbrust Decl. Exhibit 4:** Western Union’s Privacy Statement,  
9       updated December 19, 2019, as of August 28, 2021. This is Western  
10      Union’s Privacy Statement, updated December 19, 2019, that was posted  
11      on Western Union’s website as of August 28, 2021. It is available via the  
12      Internet Archive Wayback Machine. *See Privacy Statement*, Western  
13      Union (Aug. 28, 2021),  
14      [https://web.archive.org/web/20210828200748/https://www.westernunion](https://web.archive.org/web/20210828200748/https://www.westernunion.com/content/wucom/global/en/privacy-statement.html)  
15      [.com/content/wucom/global/en/privacy-statement.html](https://web.archive.org/web/20210828200748/https://www.westernunion.com/content/wucom/global/en/privacy-statement.html).
- 16      • **Armbrust Decl. Exhibit 5:** Western Union’s Privacy Statement,  
17      updated November 1, 2021, as of September 13, 2022. This is Western  
18      Union’s Privacy Statement, updated November 1, 2021, that was posted  
19      on Western Union’s website as of September 13, 2022. It is available via  
20      the Internet Archive Wayback Machine. *See Western Union’s Global*  
21      *Privacy Statement*, Western Union (Sept. 13, 2022),  
22      [https://web.archive.org/web/20220913005243/https://www.westernunion](https://web.archive.org/web/20220913005243/https://www.westernunion.com/global/en/privacy-statement.html)  
23      [.com/global/en/privacy-statement.html](https://web.archive.org/web/20220913005243/https://www.westernunion.com/global/en/privacy-statement.html).

24       2.       Declaration of Christopher James in support of Defendants’ Motion to  
25   Dismiss FAC (“James Decl.”): Exhibits 2 through 6 to the James Declaration are true  
26   and correct copies of the following documents:

- 27       • **James Decl. Exhibit 2:** Screen captures of online account creation and  
28       money transfer transaction flow on MoneyGram’s website, as of

November 21, 2024. The images were captured by Vinson & Elkins attorneys starting at MoneyGram's homepage (<https://www.moneygram.com/mgo/us/en/>) and navigating through account creation and a sample transfer request.

- **James Decl. Exhibit 3:** MoneyGram Global Privacy Notice, updated November 18, 2021, that was posted on MoneyGram's website as of March 20, 2022. It is available via the Internet Archive Wayback Machine, using the following URL:  
<https://web.archive.org/web/20220320132914/http://www.moneygram.com/intl/privacy-notice>, and selecting "English" as the preferred language.
- **James Decl. Exhibit 4:** MoneyGram's U.S. Privacy Statement, updated November 18, 2021, that was posted on MoneyGram's website as of October 21, 2022. It is available via the Internet Archive Wayback Machine, using the following URL:  
<https://web.archive.org/web/20221021153119/http://www.moneygram.com/intl/documents/V2-Documents/MPSI-US-Privacy-Notice-EN-Sept-2020.pdf>.
- **James Decl. Exhibit 5:** MoneyGram's U.S. Privacy Statement, updated September 2020, that was posted on MoneyGram's website as of October 6, 2021. It is available via the Internet Archive Wayback Machine, using the following URL:  
<https://web.archive.org/web/20211006153612/http://global.moneygram.com/Documents/V2-Documents/MPSI-US-Privacy-Notice-EN-Sept-2020.pdf>.
- **James Decl. Exhibit 6:** MoneyGram's Terms and Conditions for in-person transactions, as available on MoneyGram's website on November 24, 2024. It is available by navigating to <https://moneygram.com/terms/>

1 and selecting “North America,” “United States,” and “US English-  
2 Spanish.”

3 3. Declaration of Katherine L. Alphonso in support of Defendants’ Motion  
4 to Dismiss FAC (“Alphonso Decl.”): Exhibits 1 through 2 to the Alphonso  
5 Declaration are true and correct copies of the following documents:

- 6 • **Alphonso Decl. Exhibit 1:** DoEx’s Privacy Policy, effective May 2021,  
7 as available on DoEx’s website on July 27, 2021. It is available via the  
8 Internet Archive Wayback Machine, using the following URL:  
9 [https://web.archive.org/web/20210727032922/https://www.dolex.com/e](https://web.archive.org/web/20210727032922/https://www.dolex.com/en-us/Page/Privacy)  
10 [n-us/Page/Privacy](https://web.archive.org/web/20210727032922/https://www.dolex.com/en-us/Page/Privacy).  
11 • **Alphonso Decl. Exhibit 2:** DoEx’s User Agreement, as available on  
12 DoEx’s website on July 27, 2021. It is available via the Internet Archive  
13 Wayback Machine, using the following URL:  
14 [https://web.archive.org/web/20210727014616/www.dolex.com/en-](https://web.archive.org/web/20210727014616/www.dolex.com/en-us/Page/UserAgreement)  
15 [us/Page/UserAgreement](https://web.archive.org/web/20210727014616/www.dolex.com/en-us/Page/UserAgreement).

16 4. **Dkt. 42-2** is the Declaration of Jessica Kelly in Support of Defendant  
17 MoneyGram’s Motion to Compel Arbitration and Stay Proceedings (“Kelly  
18 Arbitration Decl.”), signed June 21, 2024. Exhibits D-1 through D-6 to the Kelly  
19 Arbitration Declaration are true and correct copies of the following documents:

- 20 • **Dkt 42-6, Kelly Arbitration Decl. Exhibits D-1 through D-6:** Scanned  
21 copies of MoneyGram confirmation forms used at MoneyGram in-  
22 person agent locations for money transfer transactions, more specifically  
23 exemplar confirmation forms physically signed by Plaintiff Fortino  
24 Rutilo Jimenez for six transactions he completed at MoneyGram agent  
25 locations during the FAC’s relevant period. The authenticity of these  
26 signatures and documents was verified by Mr. Jimenez in his July 19,  
27 2024, declaration in opposition to MoneyGram’s arbitration motion. Dkt.  
28 64, ¶12.

1           5.     **Dkt. 64** is the Declaration of Fortino Rutilo Jimenez in Support of  
2 Plaintiff's Opposition to Defendant MoneyGram's Motion to Compel Arbitration of  
3 Plaintiff's FAC ("Jimenez Arbitration Decl."). Exhibit 1 to the Jimenez Arbitration  
4 Declaration is a true and correct copy of the following document:

- 5           • **Dkt. 65, Jimenez Arbitration Decl. Exhibit 1:** A copy of a  
6 MoneyGram receipt that Mr. Jimenez authenticated as having "received  
7 when transferring money in-person [at] MoneyGram on May 9, 2022,"  
8 and as being "similar to other receipts [he] received [at] MoneyGram."  
9 Jimenez Arbitration Decl., ¶20.

10          6.     **Dkt. 71** is the Declaration of Jamal Khalaf in Support of Western Union  
11 Financial Services, Inc.'s Motion to Stay Proceeding as to Western Union Financial  
12 Services, Inc. Pursuant to Section 3 of the Federal Arbitration Act. Exhibit 1 (**Dkt.**  
13 **71-1**) to the Khalaf Declaration is a true and correct copy of the front side of Plaintiff  
14 Meza's signed receipt from her September 10, 2022 in-person transaction.

15          7.     **Dkt. 47-5** is the Declaration of Lisa Sherman in Support of Western  
16 Union Financial Services, Inc.'s Motion to Stay Proceeding as to Western Union  
17 Financial Services, Inc. Pursuant to Section 3 of the Federal Arbitration Act. Exhibits  
18 1 and 2 (**Dkts. 47-6, 47-7**) to the Sherman Declaration are true and correct electronic  
19 copies of the text on the back of thermal receipts during 2022, when Plaintiff Meza  
20 completed her in-person transaction.

21          8.     **Dkt. 47-3** is the Declaration of Chandresh Pant in Support of Western  
22 Union Financial Services, Inc.'s Motion to Stay Proceeding as to Western Union  
23 Financial Services, Inc. Pursuant to Section 3 of the Federal Arbitration Act. The  
24 Chandresh Declaration includes screen captures of the registration and review pages  
25 for money transfers made through Western Union's website and mobile application  
26 that Plaintiff Guzman would have encountered when registering for an account and  
27 when sending money transfers. *See* Dkt. 47-3 at 2, 4, 5, 7.



1           9.     **Dkt. 61** is the Declaration of Jose Gerardo Vallejo Perez in Support of  
2 Plaintiff's Opposition to Defendant DolEx's Motion to Compel Arbitration of  
3 Plaintiff's FAC ("Perez Arbitration Decl."). **Dkt. 61-1** is the English translation of  
4 the Perez Arbitration Decl. Exhibit 1 to the Perez Arbitration Declaration is a true and  
5 correct copy of the following document:

- 6           • **Dkt. 61, Perez Arbitration Decl. Exhibit 1:** Copies of DolEx's receipt  
7 that Mr. Perez authenticated as the receipts he was provided at the  
8 conclusion of his various transfer transactions with DolEx. Perez  
9 Arbitration Decl., ¶¶ 2-3.

10 **II.    LEGAL STANDARD**

11 **A.     Judicial Notice**

12           When ruling on a motion to dismiss, a court must consider material that is  
13 appropriate for judicial notice. *Tellabs, Inc. v. Makor Issues & Rights, Ltd.*, 551 U.S.  
14 308, 322 (2007). Under Rule 201 of the Federal Rules of Evidence, "[t]he court may  
15 judicially notice a fact that is not subject to reasonable dispute because it . . . can be  
16 accurately and readily determined from sources whose accuracy cannot reasonably be  
17 questioned." Fed. R. Evid. 201(b)(2). A court "*must* take judicial notice if a party  
18 requests it and the court is supplied with the necessary information." Fed. R. Evid.  
19 201(c)(2) (emphasis added).

20           The existence of webpages and a site's various policies are judicially noticeable  
21 facts because they appear on publicly available websites and their authenticity cannot  
22 be reasonably questioned. *See Brown v. Google, LLC*, 525 F. Supp. 3d 1049, 1061  
23 (N.D. Cal. 2021) (taking judicial notice of a website's privacy policy and webpages);  
24 *Mazur v. eBay, Inc.*, 2008 WL 618988, at \*1 n.1 (N.D. Cal. Mar. 4, 2008) (taking  
25 judicial notice of various user agreements and webpages). This includes "the contents  
26 of web pages available through the [Internet Archive's] Wayback Machine," because  
27 they "can be accurately and readily determined from sources whose accuracy cannot  
28 reasonably be questioned." *UL LLC v. Space Chariot, Inc.*, 250 F. Supp. 3d 596, 604

1 n.2 (C.D. Cal. 2017) (quoting *Erickson v. Nebraska Mach. Co.*, No. 15-CV-01147-JD,  
2 2015 WL 4089849, at \*1 n.1 (N.D. Cal. July 6, 2015)); *see also, e.g., EVO Brands,*  
3 *LLC v. Al Khalifa Grp., LLC*, 657 F. Supp. 3d 1312, 1322–23 (C.D. Cal. 2023) (citing  
4 cases).

### 5 **B. Incorporation By Reference.**

6 The doctrine of incorporation by reference is distinct from judicial notice. It  
7 permits a court to “consider documents in situations where the complaint necessarily  
8 relies upon a document or the contents of a document are alleged in a complaint, the  
9 document’s authenticity is not in question and there are no disputed issues as to the  
10 document’s relevance.” *Coto Settlement v. Eisenberg*, 593 F.3d 1031, 1038 (9th Cir.  
11 2010). Under the doctrine, a court may consider certain documents as part of the  
12 complaint itself, thereby preventing plaintiffs from cherry-picking portions of  
13 documents that support their claims, while omitting portions of those very documents  
14 that weaken their claims. *Lytle v. Nutramax Labs., Inc.*, No. EDCV 19-835 JGB (SPx),  
15 2019 WL 8060077, at \*2 (C.D. Cal. Dec. 6, 2019); *see also Parrino v. FHP, Inc.*, 146  
16 F.3d 699, 706 (9th Cir. 1998) (explaining that “[p]reventing plaintiffs from surviving  
17 a Rule 12(b)(6) motion by deliberately omitting references to documents upon which  
18 their claims are based” is a key policy concern underlying incorporation by reference),  
19 *superseded by statute on other grounds*.

### 20 **III. ARGUMENT**

21 The exhibits attached to the Armbrust, James, and Alphonso Declarations are  
22 subject to judicial notice and are incorporated by reference into Plaintiffs’ FAC. *First*,  
23 Exhibits 1–5 of the Armbrust Declaration, Exhibits 2–6 of the James Declaration, and  
24 Exhibits 1 and 2 of the Alphonso Declaration are terms and conditions, privacy  
25 policies, user agreements, and website process flows that are publicly available on  
26 Defendants’ individual websites or were during the FAC’s relevant time period. The  
27 existence and contents of these websites are not subject to reasonable dispute because  
28 they can be readily obtained through resources—Internet Archive’s Wayback



1 Machine—whose accuracy cannot be reasonably questioned. *See* Fed. R. Evid. 201(b);  
2 *UL LLC*, 250 F. Supp. 3d at 694 n.2.

3 *Second*, Defendants’ disclosure and policy documents are also incorporated by  
4 reference into the FAC. The FAC makes frequent and repeated reference to the alleged  
5 failure of Defendants’ disclosures and customer notices to put Plaintiffs on notice that  
6 their data could be reported to law enforcement. *See, e.g.*, FAC ¶¶ 9, 55–58, 73–76,  
7 111, 112, 116–120, 150, 152. This alleged failure serves as a basis for Plaintiffs’ claims.  
8 *See, e.g., id.* ¶ 145 (“Plaintiffs, Class members, and Subclass members had a reasonable  
9 expectation of privacy in the Protected Personal Information that MTB Defendants and  
10 Database Defendant disclosed without authorization.”); *id.* ¶ 149 (“A reasonable  
11 person would find it highly offensive that MTB Defendants and the Database  
12 Defendant intentionally remitted Plaintiffs’, Class members’, and Subclass members’  
13 Protected Personal Information and related data ... without notice or consent to do  
14 so.”); *id.* ¶ 153 (Plaintiffs’ “reasonable expectations of privacy were frustrated and  
15 defeated”). Plaintiffs cannot “deliberately omit[]” other aspects of its privacy policies.  
16 *See Parrino*, 146 F.3d at 706.

17 In addition, Plaintiff Meza’s signed receipt (Dkt. 71-1), the true and correct  
18 electronic copies of the back of the thermal receipts at the time of Plaintiff Meza’s  
19 transaction (Dkts. 47-6, 47-7), and the screen captures of Western Union’s mobile  
20 application and website that Plaintiff Guzman would have encountered (Dkt. 47-3 at 2,  
21 4, 5, 7) are incorporated by reference and properly subject to judicial notice. So too are  
22 Kelly Arbitration Decl. Exhibits D1 – D6 and Jimenez Arbitration Decl. Exhibit 1,  
23 which are copies of certain documents MoneyGram provided specifically to Plaintiff  
24 Jimenez during in-person transactions, and that Mr. Jimenez declared under oath were  
25 both authentic and representative of other notices he received for all of his (hundreds  
26 of) in-person transactions at MoneyGram agent locations. Perez Arbitration Decl.  
27 Exhibit 1 is also incorporated by reference and properly subject to judicial notice, since  
28 it is copies of DoEx receipts signed by Plaintiff Perez during his in-person

1 transactions, which he too declared, under oath, were both authentic and representative  
2 of other receipts that resulted from his various in-person transactions with DoIEx.

3 These documents are incorporated by reference into the FAC by virtue of the  
4 extensive references to and reliance on such documents (as described above) to form  
5 the basis of Plaintiffs' California Constitutional claim that MTB Defendants failed to  
6 put Plaintiffs on notice that their data could be reported to law enforcement.  
7 Additionally, it is appropriate for the Court to take judicial notice of such documents  
8 as they are (i) offered only for the notice they provided to Plaintiffs; (ii) and the fact  
9 that Plaintiffs received the documents and the notices contained therein cannot  
10 reasonably be disputed. *See* F.R.E. 201(b)(2). Indeed, "[i]t is well established that a  
11 court can take judicial notice of its own files and records under Rule 201 of the Federal  
12 Rules of Evidence," including previously filed declarations and exhibits thereto.  
13 *Vasserman v. Henry Mayo Newhall Mem. Hosp.*, 65 F. Supp. 3d 932, 943 (C.D. Cal.  
14 2014) (citing *In re Linda Vista Cinemas, LLC*, 442 B.R. 724, 740 n.7 (Bankr. D. Ariz.  
15 2010)); *see also, e.g., Singh v. Bank of N.Y. Mellon*, No. CV 17-01178 AG (JCGx),  
16 2017 WL 8793226, at \*1 (C.D. Cal. Nov. 17, 2017) (at the plaintiff's request, taking  
17 judicial notice at the motion to dismiss stage of a declaration that the plaintiff had  
18 previously filed with an application for a temporary restraining order); *Molus v. Swan*,  
19 No. 05-cv-452-MMA, 2009 WL 160937, at \*2 (S.D. Cal. Jan. 22, 2009); *Lie Tie v.*  
20 *Peng Chan*, No. ED CV 14-01211-BRO (FFMx), 2015 WL 13260486, at \*4 (C.D. Cal.  
21 Oct. 2, 2015). In fact, Defendants request judicial notice of these documents out of an  
22 abundance of caution, as this Court has recognized that it "need not take judicial notice  
23 of previously filed documents in this action." *Medina v. Circle K Stores, Inc.*, No.  
24 EDCV 22-557 JGB (KKx), 2022 WL 16966534, at \*2, n.1 (C.D. Cal. Sept. 7, 2022)  
25 (declaration previously filed in the same action considered in assessing motion to  
26 dismiss for failure to state a claim); *see also Acosta v. City of Chino*, No. CV 18-914  
27 DSF (KKx), 2021 WL 9700611, at \*4 (C.D. Cal. Sept. 1, 2021) (granting judicial notice  
28 request but advising for future reference that parties "*need not seek judicial notice of*

1 *documents previously filed in the same case. An accurate citation will suffice”)*  
2 (emphasis added).

3 **IV. CONCLUSION**

4 Because judicial notice of the above documents is proper under the Federal Rules  
5 of Evidence and the incorporation by reference doctrine, Defendants respectfully  
6 request this Court take judicial notice of the above listed exhibits, attached to the  
7 various declarations in support of Defendants’ Joint Motion to Dismiss Plaintiffs’ First  
8 Amended Complaint, or filed previously with this Court.

9  
10 Dated: November 25, 2024

VINSON & ELKINS LLP

11 By: /s/ Christopher W. James

Ephraim Wernick

12 Christopher W. James

13 Briana R. Falcon

14 *Attorneys for Defendant*

*MoneyGram Payment Systems, Inc.*

15 ///

16 ///

17 ///

18 ///

19 ///

20 Dated: November 25, 2024

SIDLEY AUSTIN LLP

21 By: /s/ Sheila A.G. Armbrust

22 Sheila A.G. Armbrust (SBN 265998)

sarmbrust@sidley.com

23 555 California Street

24 San Francisco, CA 94104

25 Telephone: (415) 772-7430

26 Jodi E. Lopez (SBN 231117)

27 jlopez@sidley.com

28 350 South Grand Ave.

Los Angeles, CA 90071

Telephone: (213) 896-6000

Hille R. Sheppard (*pro hac vice*)  
Joseph R. Dosch (*pro hac vice*)  
Andrew F. Rodheim (*pro hac vice*)  
hsheppard@sidley.com  
jdosch@sidley.com  
arodheim@sidley.com  
One South Dearborn  
Chicago, IL 60603  
Telephone: (312) 853-7000  
*Attorneys for Defendant*  
*Western Union Financial Services, Inc.*

Dated: November 25, 2024

DUANE MORRIS LLP

By: /s/ Daniel M. Doft  
Courtney L. Baird (SBN 234410)  
clbaird@duanemorris.com  
865 South Figueroa Street, Suite 3100  
Los Angeles, CA 90017-5450  
Telephone: (619) 744-2200  
Fax: (619) 744-2201

Aaron T. Winn (SBN 229763)  
Daniel M. Doft (SBN 317204)  
atwinn@duanemorris.com  
ddoft@duanemorris.com  
750 B Street, Suite 2900  
San Diego, CA 92101  
Telephone: (619) 744-2200

*Attorneys for Defendant*  
*FORCEPOINT LLC*

Dated: November 25, 2024

KAUFMAN DOLOWICH, LLP

By: /s/ Katherine L. Alphonso  
Tad A. Devlin (SBN 190355)  
Marcus Dong (SBN 251723)  
Katherine L. Alphonso (SBN 314926)  
2100 California Street, Suite 2100  
San Francisco, CA 94104  
tdevlin@kdvlaw.com  
mdong@kaufmandolowich.com  
kalphonso@kaufmandolowich.com  
Telephone: 415.926.7600

*Attorneys for Defendant*  
*DOLEX DOLLAR EXPRESS, INC.*

1 I, Christopher W. James, attest that Sheila A.G. Armbrust of Sidley Austin, LLP,  
2 Daniel M. Doft of Duane Morris, LLP, and Katherine L. Alphonso of Kaufman  
3 Dolowich, LLP, have read and approved ALL DEFENDANTS' REQUEST FOR  
4 JUDICIAL NOTICE IN SUPPORT OF JOINT MOTION TO DISMISS FIRST  
5 AMENDED COMPLAINT and consent to its filing in this action, and to affixing their  
6 signatures to it.

7 /s/ Christopher W. James  
8 Christopher W. James  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28